

1 J. CURTIS EDMONDSON (SBN 236105)
2 *jcedmondson@edmolaw.com*
3 **LAW OFFICES OF J. CURTIS EDMONDSON**
4 9999 SW Wilshire St., Suite 216
5 Portland, OR 97225
6 Tel.: 503-336-1749
7 Fax: 503-482-7418

8 Attorneys for Plaintiffs
9 JERRY A. SPOLAR and TONNY JILL
10 WILLIAMSON

11 **IN THE UNITED STATES DISTRICT COURT**
12 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

13 JERRY A. SPOLAR, an individual; and
14 TONNY JILL WILLIAMSON, an individual,

15 Plaintiffs,

16 v.

17 DISCOVERY COMMUNICATIONS, LLC, a
18 Delaware limited liability company;
19 UNREALISTIC IDEAS, LLC, a Delaware
20 limited liability company; PIECE OF WORK
21 PRODUCTIONS, LLC, a California limited
22 liability company; ARCHIE GIPS, an
23 individual; WHITNY BRAUN, an individual;
24 JAMES BRAUN, an individual; and DOES 1
through 25,

Defendants.

Case No.

COMPLAINT FOR COPYRIGHT
INFRINGEMENT – DEMAND FOR JURY
TRIAL

INTRODUCTION

1
2 1. This lawsuit is the second lawsuit filed by Plaintiffs against the Defendants in this
3 Court. This lawsuit, as well as the first lawsuit, arose from the common facts surrounding
4 Defendants' theft of Plaintiffs' ideas and creative concepts for a television program about
5 Plaintiffs' work of over 24 years to obtain, authenticate, and establish the provenance of the 131st
6 and last known photographic image of President Abraham Lincoln, which was taken on Lincoln's
7 death bed after he was shot by John Wilkes Booth (the "Lincoln Program"). (See Case #2:20-cv-
8 08837-SVW-MAA; Judgement entered in favor of Plaintiffs and against Defendants August 27,
2021.)

9 2. Plaintiffs previously communicated their concept and the information necessary
10 to produce the Lincoln Program to Defendants under the protection of Non-Disclosure
11 Agreements and with the Defendants' express and implied agreement that Defendants would not
12 disclose, divulge, or exploit Plaintiffs' ideas and concepts without compensating Plaintiffs and
13 without Plaintiffs' consent. Instead, Defendants fraudulently informed Defendants that their
14 concept was valueless and that no television networks were interested in producing a program
based on Plaintiffs' concept.

15 3. In violation of their Agreements with Plaintiffs, Defendants then secretly exploited
16 Plaintiffs' concept by producing a program that began airing on the Discovery Network on
17 October 4, 2020, and continues to be available, entitled "Undiscovered: The Lost Lincoln," using
18 Plaintiffs' concept but without paying Plaintiffs a penny. In this lawsuit, Plaintiffs seek to stop
19 the unauthorized and repeated copyright infringement of the copyright registrations of Plaintiffs
20 by Defendants.

PARTIES

21 4. Plaintiff Tonny Jill Williamson ("Williamson") is an individual and a resident of
22 St. Augustine, Illinois.
23
24

1 5. Plaintiff Jerry A. Spolar (“Spolar”) is an individual and a resident of Putnam,
2 Illinois.

3 6. Defendant Discovery Communications, LLC (“Discovery”) is a limited liability
4 company organized and existing under the laws of the state of Delaware with a principal place of
5 business of 230 Park Avenue, New York, New York 10003. Discovery is qualified to do business
6 in the state of California and Plaintiffs are informed and believe, and on that basis allege, that
7 Discovery operates and conducts business in this judicial district.

8 7. Defendant Unrealistic Ideas, LLC (“Unrealistic”) is a limited liability company
9 organized and existing under the laws of the state of Delaware with a principal place of business
10 of 901 West Alameda Avenue, Suite 102, Burbank, California 91506. Unrealistic is qualified to
11 do business in the state of California and Plaintiffs are informed and believe, and on that basis
12 allege, that Unrealistic operates and conducts business in this judicial district.

13 8. Defendant Piece of Work Productions, LLC (“PWP”) is a limited liability
14 company organized and existing under the laws of the state of California with a principal place
15 of business of 901 West Alameda Avenue, Suite 102, Burbank, California 91506. PWP is
16 qualified to do business in the state of California and Plaintiffs are informed and believe, and on
17 that basis allege, that PWP operates and conducts business in this judicial district. Plaintiffs are
18 informed and believe, and thereon allege, that PWP is a wholly owned subsidiary of Defendant
19 Unrealistic.

20 9. Defendant Whitney Braun (“W. Braun”) is an individual who, upon information
21 and belief is a resident of Downey, California. Plaintiffs are informed and believe, and thereon
22 allege, that W. Braun is, and at all relevant times has been, an employee and agent of Defendants
23 Unrealistic and PWP, and, in doing the acts herein described and referred to, was acting in the
24 course and within the scope of her authority as agent and employee, and in the transaction of the
business of the employment or agency. Unrealistic and PWP are, therefore, liable to Plaintiffs for
the acts of W. Braun as herein alleged.

1 10. Defendant James Braun (“J. Braun”) is an individual who, based on Plaintiffs’
2 information and belief is a resident of Downey, California. Plaintiffs are informed and believe,
3 and thereon allege, that J. Braun is, and at all relevant times has been, an employee and agent of
4 defendants Unrealistic and PWP, and, in doing the acts herein described and referred to, was
5 acting in the course and within the scope of his authority as agent and employee, and in the
6 transaction of the business of the employment or agency. Unrealistic and PWP are, therefore,
7 liable to Plaintiffs for the acts of J. Braun as herein alleged.

8 11. Defendant Archie Gips (“Gips”) is an individual who, based on Plaintiffs’
9 information and belief is a resident of Los Angeles, California. Plaintiffs are informed and
10 believe, and thereon allege, that Gips is, and at all relevant times has been, the President of
11 defendant Unrealistic, and an employee and agent of Unrealistic and PWP, and, in doing the acts
12 herein described and referred to, was acting in the course and within the scope of his authority as
13 agent and employee, and in the transaction of the business of the employment or agency.
14 Unrealistic and PWP are, therefore, liable to Plaintiffs for the acts of Gips as herein alleged.

15 12. Plaintiffs are informed and believe and thereon allege that Defendants DOES 1
16 through 25, inclusive, are other as of yet unidentified parties who have participated in and
17 committed the wrongful acts alleged herein. The true names of Defendants 1 through 25 are
18 presently unknown to Plaintiffs, who therefore sue said Defendants by such fictitious names.
19 Plaintiffs will seek leave to amend this Complaint with their true names and capacities once
20 ascertained.

21 13. Plaintiffs are informed and believe, and thereon allege, that there exists, and at all
22 times since the formation of PWP has existed, a unity of interest and ownership between
23 Defendants W. Braun, J. Braun, Gips, and Unrealistic and Defendant PWP, such that any
24 individuality and separateness between Defendants W. Braun, J. Braun, Gips, and Unrealistic and
Defendant PWP has ceased, and Defendant PWP is the alter ego of Defendants W. Braun, J.
Braun, Gips, and Unrealistic in that Defendant PWP is, and at all times herein mentioned was, a

1 mere shell, instrumentality, and conduit through which Defendants W. Braun, J. Braun, Gips, and
2 Unrealistic carried on their television production business, exercising complete control and
3 dominance of such business to such an extent that any individuality or separateness of Defendant
4 PWP and Defendants W. Braun, J. Braun, Gips, and Unrealistic does not, and at all times since
5 the formation of PWP did not, exist.

6 14. Plaintiffs are informed and believe, and thereon allege, that adherence to the fiction
7 of the separate existence of PWP as an entity distinct from Defendants W. Braun, J. Braun, Gips,
8 and Unrealistic would permit an abuse of the limited liability company privilege and would
9 sanction fraud or promote injustice in that Defendants W. Braun, J. Braun, Gips, and Unrealistic
10 would be permitted to continue their unjust exploitation of Plaintiffs' Lincoln Program concept
11 and to shelter and conceal the unjustly obtained proceeds thereof.

12 15. Plaintiffs are informed and believe, and based thereon allege, that at all times
13 relevant hereto each of the Defendants was the agent, employee, alter-ego, affiliate, officer,
14 director, manager, and/or principal of the other Defendants and was at all times relevant hereto
15 acting within the course and scope of such agency relationship, employment, alter-ego
16 relationship or affiliation.

17 16. Plaintiffs are informed and believe, and based thereon allege, that each Defendant
18 actively participated in, or subsequently ratified, each of the acts and conduct alleged herein with
19 full knowledge of all the facts and circumstances attendant thereto, including the rights of the
20 Plaintiffs and the damages sustained by Plaintiffs as a result of the acts and conduct alleged herein.

21 **JURISDICTION AND VENUE**

22 17. This is a civil action arising primarily under the Copyright Act, 17 U.S.C § 101,
23 *et seq.*, for copyright infringement.

24 18. This Court has jurisdiction over the subject matter of Plaintiffs' claims pursuant
to 28 U.S.C. § 1338 (general jurisdiction for copyright infringement), 28 U.S.C. § 1331 (federal
question jurisdiction), and 28 U.S.C. § 1367 (supplemental jurisdiction). This Court has general

1 personal jurisdiction over Defendants, as Defendants reside in this judicial district and do business
2 in this judicial district, the claims asserted herein arose in this judicial district, and this Court has
3 long arm jurisdiction over Defendants pursuant to California Civil Procedure §410.10, et seq.

4 19. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) in that a substantial
5 portion of the events or omissions giving rise to the claims alleged herein occurred in the Central
6 District of California.

7 **RELEVANT FACTS**

8 20. Plaintiffs are the owners of an ambrotype photograph that is believed to be a
9 previously unknown photograph of Abraham Lincoln, the 16th President of the United States
10 (“Lincoln Ambrotype”). An ambrotype is a type of photograph employed in the 1850s and 1860s,
11 which is taken on glass, sometimes ruby glass, and uses a light-sensitive silver colloid emulsion
spread on the glass to capture and preserve a photographic image thereon.

12 21. There are only 130 known and authenticated photographs of President Lincoln.
13 The Plaintiffs’ Lincoln Ambrotype is the 131st, and was taken the night of April 14, 1865, as
14 President Lincoln lay mortally wounded after he had been shot by John Wilkes Booth.

15 22. Plaintiff Spolar acquired the Lincoln Ambrotype on December 8, 1996. Since that
16 time, Plaintiffs have spent thousands of hours and hundreds of thousands of dollars authenticating
17 the Lincoln Ambrotype and establishing its provenance. Plaintiffs have consulted, worked with,
18 and hired dozens of experts around the United States to examine forensically and authenticate the
19 Lincoln Ambrotype and its historical provenance, developing an extensive network of forensic,
20 authentication, technological, historical, and medical experts who executed non-disclosure
21 agreements (“NDAs”) in favor of Plaintiffs. Plaintiffs’ work product included detailed reports,
22 and analyses, scientific analytical drawings, annotated images, and overlays of the Lincoln
23 Ambrotype and features thereon, experimental procedures and results, and related expert and
24 consultant write-ups. Plaintiffs also commissioned experts to create images of their Lincoln
Ambrotype using various duplication technologies to enable detailed analyses of various

1 photogrammetric and other aspects of the Lincoln Ambrotype, and commissioned their experts to
2 create a duplicate copy of the Lincoln Ambrotype using photographic techniques identical to
3 those used on April 14, 1865, when the original ambrotype was created.

4 23. Plaintiffs were diligent and careful to ensure that all those who came into contact
5 with the Lincoln Ambrotype understood that Plaintiffs intended to keep their work confidential.
6 Before meaningfully discussing their work or the Lincoln Ambrotype with any third party,
7 Plaintiffs insisted that each such party execute a NDA and/or a confidential work-for-hire
8 agreement. Plaintiffs' experts and consultants signed and agreed to abide by their respective
9 NDAs and/or confidential work-for-hire agreements, and to deliver all work product to the
exclusive custody, possession, and control of Plaintiffs.

10 24. Among the experts with whom Plaintiffs worked, and who executed 6 NDAs
11 and/or related agreements in favor of Plaintiffs, are: (i) Mark Osterman ("M. Osterman"), an
12 expert in nineteenth century photographic techniques and authentication; (ii) France Osterman,
13 ("F. Osterman"), an expert in nineteenth century photographic techniques and authentication; (iii)
14 Michael Hagar ("Hagar"), an expert in museum quality printing of old photographs; and (iv)
Stanley Burns ("S. Burns"), a medical expert.

15 25. Plaintiffs spent over 20 years and hundreds of thousands of dollars investigating
16 the Lincoln Ambrotype, assembling, and organizing these materials, and creating the concept for
17 the Lincoln Program.

18 **DEFENDANTS' THEFT OF THE LINCOLN PROGRAM**

19 26. In early 2018, Plaintiffs began to pitch their Lincoln Program concept to television
20 studios, producers, and their representatives. In or about February 2018, Plaintiffs were referred
21 to W. Braun, the daughter of firearms historian and gunsmith J. Braun. W. Braun represented to
22 Plaintiffs that she had an existing relationship with Unrealistic, a documentary film production
23 company.
24

1 27. On February 16, 2018, Plaintiffs met with Unrealistic representatives W. Braun, J.
2 Braun, and Gips, the President of Unrealistic, in Los Angeles, California, and presented their
3 creative ideas and concept for the Lincoln Program. In connection with their presentation,
4 Plaintiffs provided the Unrealistic representatives with detailed information regarding their
5 authentication of the Lincoln Ambrotype, and the identities of certain of their authenticating
6 experts including M. Osterman, F. Osterman, Hagar, and S. Burns.

7 28. Prior to the February 16, 2018 presentation, W. Braun, J. Braun, and Gips
8 represented to Plaintiffs that they, personally, and Unrealistic would maintain the confidentiality
9 of Plaintiffs' concept and work product related to the Lincoln Program project, including the
10 identities of the experts consulted with and retained by Plaintiffs in connection therewith, and that
11 they would not use or disclose such information without Plaintiffs' consent.

12 29. Also prior to the presentation occurring during the February 16, 2018 meeting, W.
13 Braun, J. Braun, and Gips, signed NDAs in favor of Plaintiffs, true and correct copies of which
14 are attached hereto as Exhibits A – C, respectively. Plaintiffs further informed W. Braun, J. Braun,
15 and Gips that each of their authenticating experts had agreed to maintain the confidentiality of
16 their work on the Lincoln Program project, and had signed NDAs and/or work-for-hire
17 agreements agreeing to maintain the confidentiality of their work with respect to the Lincoln
18 Program project.

19 30. On February 16, 2018, Plaintiffs further presented their ideas and concept for the
20 Lincoln Program, via video conference, to W. Braun, J. Braun, Gips, and to representatives of
21 National Geographic, including National Geographic's executives, Igal Svet ("Svet"), and Tim
22 Pastore. All of the National Geographic representatives agreed to protect the confidentiality of
23 Plaintiffs' information. The National Geographic representatives expressed strong interest in
24 producing the Lincoln Program.

 31. Plaintiffs communicated their ideas and creative concepts for the Lincoln Program
concept to W. Braun, J. Braun, Gips, Unrealistic, and Svet pursuant to the following terms:

1 a. That Plaintiffs' disclosure of their ideas and concepts was strictly
2 confidential;

3 b. That W. Braun, J. Braun, Gips, Unrealistic, and Svet would not disclose,
4 divulge or exploit Plaintiffs' ideas and concepts without compensation and without
5 obtaining the Plaintiffs' consent; and

6 c. That, by accepting the Plaintiffs' disclosure of the Lincoln Program
7 concept, W. Braun, J. Braun, Gips, Unrealistic, and Svet accepted and agreed to abide by
8 the foregoing terms.

9 32. Also on February 16, 2018, Plaintiffs Williamson, Spolar and Unrealistic entered
10 into identical written agreements titled: Unrealistic Ideas, LLC Artist Holding Agreements
11 (“Artist Holding Agreement”), a true and correct copy of which signed by Williamson is attached
12 hereto as Exhibit D. The Artist Holding Agreements required Plaintiffs to work exclusively with
13 Defendants without compensation, and provide, *inter alia*, that “[t]he parties ... agree to work
14 together to develop the [Lincoln Program] Project and set up with a Network” (Artist Holding
15 Agreement, ¶ 1), and that “[f]ees for [Plaintiff Williamson] will be negotiated in good faith upon
16 sale of Project to Cable or Primetime Network (“collectively, “Network”).” *Id.*, ¶ 3.

17 33. On or about February 20, 2018, Plaintiffs received an e-mail message from
18 Defendant W. Braun asking for verification of a typed list of Plaintiffs’ experts and consultants,
19 which W. Braun alleged Plaintiff Williamson had given to her, which was not true. Rather, W.
20 Braun had misappropriated the information from Plaintiffs’ materials during the Los Angeles
21 visit. Williamson expressly reminded W. Braun of the signed NDA, demanded return of the
22 materials, and reminded W. Braun of her obligation not to contact Plaintiffs’ experts without
23 Plaintiffs’ permission. W. Braun refused to return the list.

24 34. Shortly before March 6, 2018, Defendants W. Braun, J. Braun, and Gips
represented to Plaintiffs that National Geographic was not interested in the Lincoln Program
project.

1 35. Prior to June 1, 2018, W. Braun, J. Braun, and Gips proposed a meeting to present
2 Plaintiffs' Lincoln Program project to the History Channel executive producers Sean Boyle
3 ("Boyle") and Kristen Burns ("K. Burns") in June 2018. Prior to meeting with the History
4 Channel, Unrealistic's representatives W. Braun and J. Braun represented in writing that the
5 proposed History Channel project was worth "7 figures."

6 36. On or about May 30, 2018, J. Braun called Plaintiff Williamson numerous times,
7 and asserted by text message that the proposed deal with History Channel was worth "7 figures,"
8 meaning millions of dollars. A true and correct copy of this text message is attached hereto as
9 Exhibit E (message labeled "3").

10 37. Also on or about May 30, 2018, W. Braun also texted Plaintiff Williamson that
11 Sean Boyle of History Channel would green-light a seven figure production budget upon seeing
12 the presentation. A true and correct copy of this text message is attached hereto as Exhibit F (see
13 message labeled "79").

14 38. On June 1, 2018, Plaintiffs and Unrealistic representatives W. Braun, Gips, and
15 Paul Sadowski ("Sadowski") presented Plaintiffs' Lincoln Program concept to History Channel
16 representatives Boyle and K. Burns. Plaintiffs obtained signed NDAs from each of these History
17 Channel representatives and Sadowski before presenting their Lincoln Program project. True and
18 correct copies of the Boyle, K. Burns, and Sadowski NDAs are attached hereto as Exhibits G, H,
19 and I, respectively.

20 39. Plaintiffs communicated their ideas and creative concepts for the Lincoln Program
21 concept to W. Braun, Gips, Sadowski, Boyle and K. Burns pursuant to the following terms:

22 a. That Plaintiffs' disclosure of their ideas and concepts was strictly
23 confidential;

24 b. That W. Braun, Gips, Sadowski, Unrealistic, History Channel, Boyle and
K. Burns would not disclose, divulge or exploit Plaintiffs' ideas and concepts without
compensation and without obtaining the Plaintiffs' consent; and

1 c. That, by accepting the Plaintiffs' disclosure of the Lincoln Program
2 concept, W. Braun, Gips, Sadowski, Unrealistic, History Channel, Boyle and K. Burns
3 accepted and agreed to abide by the foregoing terms.

4 40. Plaintiffs' presentation of their Lincoln Program concept to the History Channel
5 was well-received, and the History Channel representatives stated that the History Channel
6 wanted to proceed with Plaintiffs' Lincoln Program project.

7 41. Despite Unrealistic's representative J. Braun's prior written representation that the
8 History Channel project was worth "7 figures," within days following the meeting with the
9 History Channel, Defendants attempted to deprive Plaintiffs of the value of their Lincoln Program
10 concept by offering to purchase all of Plaintiffs' rights in and to the Lincoln Program for \$2,000.
11 Plaintiffs rejected this unreasonable offer.

12 42. Plaintiffs are informed and believe, and thereon allege, that following their
13 unsuccessful attempt to purchase Plaintiffs' rights in the Lincoln Program Project for a fraction
14 of their worth, Defendants proceeded to simply steal the Lincoln program concept and Plaintiffs'
15 work product related to the Lincoln Program project, and to produce the Lincoln Program without
16 Plaintiffs' consent and without compensating Plaintiffs.

17 43. On or about August 6, 2018, Defendants Unrealistic, Gips, W. Braun, and J. Braun
18 represented to Plaintiffs that the History Channel was not interested in the project, and that the
19 Lincoln Program Project had no commercial value. Unrealistic falsely represented to Plaintiffs in
20 writing that Gips and Unrealistic had "pulled the plug" on the Lincoln Program Project.

21 44. Plaintiffs are informed and believe, and thereon allege, that despite Defendants'
22 representations regarding purported lack of interest in and value of the Lincoln Program project,
23 Defendants proceeded with the project. Plaintiffs are further informed and believe that in or about
24 August, 2018, Defendants Unrealistic, Gips, W. Braun, and J. Braun formed PWP as a vehicle
for the production of a television program embodying and exploiting Plaintiffs' Lincoln Program
concept and utilizing Plaintiffs' work product.

1 45. Plaintiffs are informed and believe, and thereon allege, that in violation of their
2 duties of confidentiality, Gips, J. Braun, W. Braun, Unrealistic, and PWP, and other agents of
3 Defendants, began contacting Plaintiffs' experts and collaborators and working with them to
4 produce a television program embodying and exploiting Plaintiffs' Lincoln Program concept,
5 without notifying Plaintiffs.

6 46. Plaintiffs are informed and believe that, unbeknownst to Plaintiffs, during October
7 2018, Boyle left The History Channel and moved to The Discovery Channel in an executive
8 producer role. Plaintiffs are further informed and believe, and thereon allege, that in May 2019
9 Svet left National Geographic and joined The Discovery Channel, also in an executive producer
10 role, to work with at the Discovery Channel with Boyle.

11 47. Plaintiffs are informed and believe, and thereon allege, that in violation of her duty
12 of confidentiality, on or about August 18, 2018, W. Braun posted confidential information
13 regarding the Lincoln Program project online. Plaintiffs are further informed and believe that W.
14 Braun continued to make unauthorized contact with Plaintiffs' confidential experts, including,
15 without limitation, M. Osterman, F. Osterman, Hagar, and S. Burns, and to work with such experts
16 in the production of a television program embodying Plaintiffs' Lincoln Program concept,
17 including the filming of one or more of Plaintiffs' experts.

18 48. Other than disclosures pursuant to NDAs, Plaintiffs' experts and collaborators
19 were known only to Plaintiffs. Plaintiffs are informed and believe that Defendant W. Braun used
20 the list of Plaintiffs' experts that she had stolen from the February 17, 2018 meeting to contact
21 Plaintiffs' experts, in violation of Defendants' representations to and agreements with Plaintiffs.

22 49. As a result of W. Braun's improper activities, Plaintiffs sent a cease and desist
23 letter dated August 2, 2019 to Defendants Unrealistic and W. Braun, a true and correct copy of
24 which is attached hereto as Exhibit J. Defendants Unrealistic and W. Braun failed to respond to
the letter.

1 50. Plaintiffs are informed and believe, and thereon allege, that Defendants continued
2 to secretly contact and to work with Plaintiffs' experts, including, without limitation, M.
3 Osterman, F. Osterman, Hagar, and S. Burns, in the production of a television program
4 embodying Plaintiffs' Lincoln Program concept, in violation of their representations to and
5 agreements with Plaintiffs.

6 51. Plaintiffs are further informed and believe that W. Braun gained the trust and
7 confidence of Plaintiffs' experts and induced them to violate their NDAs and related agreements
8 in favor of Plaintiffs by, among other things, offering monetary or other inducements and/or
9 falsely representing that W. Braun was working with Plaintiffs on a book deal, when in fact W.
10 Braun was stealing the Lincoln Program concept and using Plaintiffs' experts, including at least
11 M. Osterman, F. Osterman, Hagar, and Burns, to create a television program to be aired on the
Discovery Channel.

12 52. On or about January 21, 2020, Plaintiff caused another cease and desist letter to
13 be sent to W. Braun, a true and correct copy of which is attached hereto as Exhibit K. Again, this
14 letter was ignored.

15 53. Plaintiffs are informed and believe, and on that basis allege, that Boyle and Svet
16 had moved to Discovery, and worked with the Defendants to produce a television program
17 embodying Plaintiffs' Lincoln Program concept and work product, in continuing violation of
18 Plaintiffs' rights. Consequently, Plaintiffs caused another cease and desist letter dated April 3,
19 2020 to be communicated to Boyle at Discovery, a true and correct copy of which is attached
20 hereto as Exhibit L.

21 54. Defendants succeeded in their unlawful plan to steal the Lincoln Program from
22 Plaintiffs. On September 14, 2020, Discovery announced the airing of documentary purportedly
23 created by Defendants and titled "Discovery Presents Hidden Photo of Lincoln" or
24 "Undiscovered: The Lost Lincoln," focused on the Lincoln Ambrotype, starring W. Braun (the
"Discovery Program"). W. Braun and Gips were Executive Producers of the Discovery Program.

1 The production was initially broadcast on October 4, 2020 on The Discovery Channel and
2 continues to be available to subscribers of the Discovery Channel.

3 55. The Discovery Program was created by Defendants in violation of their
4 agreements with Plaintiffs. The broadcast of the 2020 documentary created by Defendants, which
5 began October 4, 2020 and continues to this day, has caused irreparable harm, and continues to
6 cause irreparable harm, to the Plaintiffs' property and the value thereof.

7 56. The broadcast also falsely attributes W. Braun with having come up with the idea
8 of the Lincoln Program and with conducting the research to authenticate the Lincoln Ambrotype,
9 causing further damage and harm to Plaintiffs and Plaintiffs' reputation.

10 57. The Plaintiffs notes, narratives, presentations, and images produced by Plaintiffs'
11 efforts (the "Protected Works") to authenticate the Lincoln Ambrotype constitute original
12 material that is copyrightable as works of creative expression and the visual arts under the
13 Copyright Act pursuant to 17 U.S.C. § 101.

14 58. The USCO approved two copyright applications for the Protected Works and
15 registrations issued thereon as Copyright Registration No. VAu 1-385-469 with an effective date
16 of January 23, 2020 ("Registration '469"), a copy of which is included herein as Exhibit O and
17 Copyright Reg. No. VAu 1-409-534 with an effective date of August 21, 2020 (the "Registration
18 '534"), a copy of which is included herein as Exhibit P.

19 59. At no time did Plaintiffs enter into a written agreement to agree to assign, transfer
20 or license the Protected Works or either Registration '469 or '534 or to anyone, or any of the
21 named Defendants.

22 60. Plaintiffs are therefore the sole owners of the exclusive rights to either Registration
23 '469 or '534 or the Protected Works including the right to reproduce the work, distribute the work
24 or to prepare derivatives pursuant to 17 U.S.C. § 106.

61. Both Registrations '469 and '534 contained slides with images and information
which are either public domain or acknowledged to be created by others.

1 62. Plaintiffs' copyright claims include the story behind the creation of the Lincoln
2 Ambrotype, including the selection and arrangement of the slides for purposes of expressing and
3 explaining the research completed in support of their conclusions related to the authenticity of the
4 Lincoln Ambrotype.

5 63. Plaintiffs excluded from their copyright claims the unaltered, unedited image
6 produced from the Lincoln Ambrotype which under US copyright law is public domain.

7 64. Plaintiffs did not exclude from their copyright claims images of the Lincoln
8 Ambrotype, which they exclusively control access to.

9 65. Plaintiffs did not exclude from their copyright claims images produced by
10 Plaintiffs, or those working under written agreement with Plaintiffs, from the Lincoln Ambrotype
11 which were then further manipulated for analysis and authentication purposes.

12 66. Plaintiffs include a selection of images found in the Lincoln Program, submitted
13 as Exhibit N, that are identical or substantially similar to copyright protected images and
14 expressions found in Copyright Registrations '469 and '534.

15 67. The images in Exhibit N are screenshots presented in chronological order with the
16 time of presentation during the program. See at least Exhibits N1-N144 herein.

17 68. Throughout the Lincoln Program, Defendant W. Braun continually presents
18 unauthorized images of Plaintiffs' Lincoln Ambrotype in a frame and cover which are identical
19 to or substantially similar to Plaintiffs' copyright protected images of the Lincoln Ambrotype
20 with the goal of persuading viewers of the credibility of her presentation in support of her
21 supposed authentication of the image. See at least Exhibits N1-N2, N5, N7, N21-N23, N27, N30,
22 N37, N38, N44, N119, N120, N130 and N142-N144 herein.

23 69. Throughout the Lincoln Program, Defendant W. Braun continually presents
24 unauthorized images which are identical or substantially similar to Plaintiffs' copyright protected
enhanced images that Plaintiffs produced to present their analysis of the eyes of the subject of the
Lincoln Ambrotype. See at least Exhibits N3, N6, N17, N88-N91, and N94-N98 herein.

1 70. Throughout the Lincoln Program, Defendant W. Braun continually presents
2 unauthorized images which are identical or substantially similar to Plaintiffs' copyright protected
3 images that Plaintiffs produced to present their analysis of the "chalking of the cheeks" of the
4 subject of the Lincoln Ambrotype. See at least Exhibits N65-N68, N71-N72, N77 and N132.

5 71. Throughout the Lincoln Program, Defendant W. Braun continually presents
6 unauthorized images which are identical or substantially similar to copyright protected images
7 that Plaintiffs produced to present their analysis of the hair of the subject of the Lincoln
8 Ambrotype. See at least Exhibit N93.

9 72. Throughout the Lincoln Program, Defendant W. Braun continually presents
10 unauthorized images and text which are identical or substantially similar to copyright protected
11 images and text that Plaintiffs produced to present the story of their analysis of the subject of the
12 Lincoln Ambrotype and its authentication. See at least Exhibits N4, N8-N11, N13-N15, N18-
13 N20, N25, N29, N31, N34-N36, N100, N103-N104, N107, N109, N111, N112, N117, N119,
14 N122, N124-N129, N131-N132, and N134-N144.

15 73. Throughout the Lincoln Program, Defendant W. Braun continually presents
16 unauthorized images which are identical or substantially similar to copyright protected enhanced
17 images that Plaintiffs produced to conduct their analysis of the subject of the Lincoln Ambrotype.
18 See at least Exhibits N12, N16, N17, N24, N26, N28, N32-N36, N39, N41-N43, N45-N141.

19 74. Throughout the Lincoln Program, Defendant W. Braun continually presents
20 unauthorized images which are identical or substantially similar to copyright protected side-by-
21 side images Plaintiffs produced to conduct and present their analysis of the subject of the Lincoln
22 Ambrotype. See Exhibits N48-1, N48-2, N87, N100, N105, N113-N116, N121, N124, N129,
23 N133 and N139.

24 75. Throughout the Lincoln Program, Defendant W. Braun continually presents
unauthorized images which are identical or substantially similar to copyright protected images
that Plaintiffs produced to present facial analysis of the subject of the Lincoln Ambrotype. See at

1 least Exhibits N34, N40-N43, N46-N53, N55-N58, N60-N63, N69, N73-N77, N84-N117, N119,
2 N121-N129, N133-141.

3 **CLAIMS FOR RELIEF**

4 **COUNT ONE: COPYRIGHT INFRINGEMENT**

5 76. Plaintiffs repeat and re-allege each of the allegations contained in the preceding
6 paragraphs of this Complaint as if fully set forth herein.

7 77. Plaintiffs indisputably hold Copyright Registrations '469 and '534 protecting the
8 notes, analysis, narratives and images produced by Plaintiffs' efforts to authenticate the Lincoln
9 Ambrotype.

10 78. Defendants' illicit copying of the Plaintiffs' copyright protected materials and
11 preparation of unlawful derivative works based thereon, for use on and with Lincoln Program and
12 its advertising/promotional materials, constitute copyright infringement pursuant to 17 U.S.C. §
13 501.

14 79. Defendants' acts of infringement have caused pecuniary loss to Plaintiffs in the
15 form of lost profits.

16 80. Defendants are each jointly and severally liable for Plaintiffs' actual damages,
17 including lost profits and all of Defendants' profits attributable to the acts of infringement
18 pursuant to 17 U.S.C. § 504(a)-(b).

19 81. Defendants are each jointly and severally liable for injunctive relief and either
20 actual damages or, upon Plaintiffs election, statutory damages pursuant to 17 U.S.C. § 504(b)–
21 (c).

22 82. Defendants' unauthorized use of the Protected Works threatens Plaintiffs'
23 exclusive right to prepare further derivative works therefrom, and monetary damages are
24 insufficient to prevent Plaintiffs from suffering immediate and irreparable harm due to the
continuing threat of ongoing infringement by Defendants for which Plaintiffs have no adequate
remedy at law.

1 83. Pursuant to Fed. R. Civ. P. 65 and 17 U.S.C. § 502, Plaintiffs seek preliminary and
2 permanent injunctions enjoining Defendants from their ongoing acts of copyright infringement
3 of the Protected Works.

4 84. Defendants either allowed the infringing acts to occur after having receiving
5 multiple notices from Plaintiffs which demonstrate the infringement was willful and intentional.
6 The infringement occurred in violation of federal copyright law, with knowledge that Plaintiffs
7 had not authorized the copying and distribution, and with knowledge that no license or assignment
8 had been granted by Plaintiffs.

9 85. Plaintiffs are entitled to their attorneys' fees and costs pursuant to 17 U.S.C. § 505.
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

PRAYER

WHEREFORE, Plaintiffs respectfully pray for the following relief:

86. A preliminary injunction enjoining Defendants, their employees, agents, officers, directors, attorneys, representatives, successors, affiliates, subsidiaries, and assigns from:

a. making copies of the Protected Works or the Defendants' unlawful derivative version of the Protected Works;

b. preparing derivative works based on the Protected Works, including but not limited to the unlawful derivative Lincoln Program, for broadcast and distribution;

c. distributing or selling copies of the Protected Works or Defendants' unlawful derivative Lincoln Program; and

d. acting through any third party to undertake any of the above acts of infringement.

87. An order directing Defendants to return to Plaintiffs, or to destroy, all copies of the Protected Works and unlawful derivative Defendants' unlawful derivative Lincoln Program, whether digital or physical;

88. An order directing Defendants to file with the Court, with service upon Plaintiffs' counsel within thirty (30) days, after entry of such order a verified report setting forth the manner and form in which Defendants have complied with the preliminary and permanent injunctions and the orders of specific relief;

89. An order awarding Plaintiffs all damages sustained under 17 U.S.C. § 504(a)-(b) in an amount to be proven at trial including lost profits and profits of Defendants attributable to the acts of infringement;

90. An order awarding pre-and post-judgment interest;

91. A trial by jury; and

92. All other relief to which Plaintiffs may be entitled or the Court may deem appropriate.

Dated: September 13, 2023

Respectfully submitted,

/s/ J. Curtis Edmondson
J. Curtis Edmondson
jcedmondson@edmolaw.com
Attorney for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury on all issues so triable.

Dated: September 13, 2023

Respectfully submitted,

/s/ J. Curtis Edmondson
J. Curtis Edmondson
jcedmondson@edmolaw.com
Attorney for Plaintiffs